

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	:	Chapter 11 Case No.
	:	
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	08-13555 (JMP)
	:	
Debtors.	:	(Jointly Administered)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

LBN Holdings, L.L.C.

Name of Transferee

Goldman Sachs & Co.

Name of Transferor

Name and Address where notices to transferee should be sent:

P.O. Box 1641
New York, New York 10150
E-mail: lbn@lbn.myhostedsolution.net
Phone: N/A
Last Four Digits of Acct #: N/A

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Andrew N. Rosenberg
Phone: (212) 373-3158
Facsimile: (212) 492-0158
E-Mail: arosenberg@paulweiss.com

Name and Address where transferee payments should be sent (if different from above): N/A

Court Claim # (if known): 58980
Total Claim Amount: \$52,684,712.00

Amount of Claim as Filed with respect to ISIN
XS0342777371: \$3,998,291.00
Amount of Claim as Filed with respect to ISIN
XS0342777371 to be Transferred: \$3,998,291.00 (or
100% of the Amount of Claim as Filed with respect to
ISIN XS0342777371)

Allowed Amount of Claim with respect to ISIN
XS0342777371: \$4,074,095.71
Allowed Amount of Claim with respect to ISIN
XS0342777371 to be Transferred: \$4,074,095.71 (or
100% of the Allowed Amount of Claim with respect to
ISIN XS0342777371)

Date Claim Filed: October 30, 2009

Court Claim # (if known): 58982
Total Claim Amount: \$93,794,082.00

Amount of Claim as Filed with respect to ISIN
XS0342777371: \$5,901,289.00
Amount of Claim as Filed with respect to ISIN
XS0342777371 to be Transferred: \$5,901,289.00 (or
100% of the Amount of Claim as Filed with respect to
ISIN XS0342777371)

Allowed Amount of Claim with respect to ISIN

XS0342777371: \$6,013,173.69

Allowed Amount of Claim with respect to ISIN

XS0342777371 to be Transferred: \$6,013,173.69 (or
100% of the Allowed Amount of Claim with respect to
ISIN XS0342777371)

Date Claim Filed: October 30, 2009

30 Hudson Street, 5th Floor

Jersey City, NJ 07302

Attention: Michelle Latzoni

Phone: (212) 934-3921

E-Mail: gsd.link@gs.com

****PLEASE SEE ATTACHED EXHIBITS****

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

LBVN HOLDINGS, L.L.C.

By: 
Transferee/Transferee's Agent

Date: April 16, 2013

Andrew N. Rosenberg/Authorized Signatory

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Exhibit A

Evidence of Transfer of Claim

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Goldman Sachs & Co.** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **LBNV HOLDINGS, L.L.C.** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts specified in Schedule 1 attached hereto (each a "**Purchased Claim**," and collectively, the "**Purchased Claims**"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller or Seller's predecessors in interest (each, a "**Proof of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claims, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claims or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claims, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claims, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claims, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claims, but only to the extent of each Purchased Claim, (c) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claims and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), and (d), the "**Transferred Claims**"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proofs of Claim collectively include all of the Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claims, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other general unsecured creditors of the same class and type as the Purchased Claims; (g) Seller has provided a true and correct copy of the Notice of Proposed Allowed Claim Amount (each, a "Notice") for each Proof of Claim to the extent and in the form received from Seller's predecessor in interest, and no action was undertaken by Seller with respect to any Notice; and (h) on or around April 4, 2013, Seller received the third distribution relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the "Third Distribution") and other than the Third Distribution, Seller has not received any payment or other distribution in full or partial satisfaction of the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect

to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property on account of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses which result from Seller's breach of its representations and warranties made herein.

5. Seller shall (a) promptly (but in any event no later than three (3) business days after the date of this Agreement and Evidence of Transfer) remit the Third Distribution to Purchaser, and (b) promptly (but in any event no later than three (3) business days after receipt) remit to Purchaser any payments, distributions, proceeds or notices (other than notices publicly available or sent directly to Purchaser) received by Seller after the date of this Agreement and Evidence of Transfer of Claim on account of the Transferred Claims. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

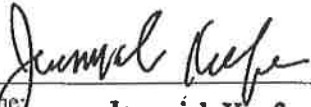
6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 11th day of April 2013.

GOLDMAN SACHS & CO.

By: 
Name: **Jeremiah Keefe**
Title: **Managing Director**

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212)934-3921

LBVN HOLDINGS, L.L.C.

By: _____
Name: Andrew N. Rosenberg
Title: Authorized Signatory

P.O. Box 1641
New York, NY 10150
E-mail: lbvn@lbvn.myhostedsolution.net

With a copy to:
Andy Rosenberg
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Phone: 212-373-3125
Fax: 212-492-0125

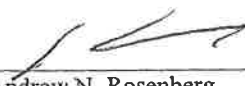
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 11th day of April 2013.

GOLDMAN SACHS & CO.

By: _____
Name:
Title:

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212)934-3921

LBVN HOLDINGS, L.L.C.

By:  _____
Name: Andrew N. Rosenberg
Title: Authorized Signatory

P.O. Box 1641
New York, NY 10150
E-mail: lbvn@lbvn.myhostedsolution.net

With a copy to:
Andy Rosenberg
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Phone: 212-373-3125
Fax: 212-492-0125

Schedule I

Transferred Claims

Purchased Claims

1. 100% of Proof of Claim Number 58894 relating to ISIN XS0266833515 = USD 14,194,490.63 (in allowed amount);
2. 100% of Proof of Claim Number 63602 relating to ISIN XS0232364868 = USD 11,933,477.47 (in allowed amount);
3. 100% of Proof of Claim Number 62743 relating to ISIN XS0297183187 = USD 6,321,349.89 (in allowed amount);
4. 100% of Proof of Claim Number 62744 relating to ISIN XS0297183187 = USD 9,482,024.83 (in allowed amount);
5. 100% of Proof of Claim Number 46900 relating to ISIN XS0276438255 = USD 14,191,057.71 (in allowed amount);
6. 100% of Proof of Claim Number 62743 relating to ISIN XS0326264917 = USD 5,676,423.09 (in allowed amount);
7. 100% of Proof of Claim Number 62744 relating to ISIN XS0326264917 = USD 8,514,634.63 (in allowed amount);
8. 34.024244% of ISIN XS0342777371 = USD 4,074,095.71 (in allowed amount);
9. 50.218180% of ISIN XS0342777371 = USD 6,013,173.69 (in allowed amount);
10. 100% of Proof of Claim Number 58221 relating to ISIN XS0352310485 = USD 7,095,528.86 (in allowed amount);
11. 100% of Proof of Claim Number 63660 relating to ISIN XS0216921741 = USD 7,236,850.46 (in allowed amount);
12. 100% of Proof of Claim Number 62743 relating to ISIN XS0257988484 = USD 2,554,390.39 (in allowed amount);
13. 100% of Proof of Claim Number 62744 relating to ISIN XS0257988484 = USD 3,831,585.58 (in allowed amount);
14. 100% of Proof of Claim Number 46900 relating to ISIN XS0273044940 = USD 7,095,528.85 (in allowed amount);
15. 100% of Proof of Claim Number 50355 relating to ISIN XS0301316906 = USD 2,900,156.55 (in allowed amount);
16. 100% of Proof of Claim Number 50351 relating to ISIN XS0301316906 = USD 4,350,234.83 (in allowed amount);

Schedule I—I

772551v.4 153/05435

17. 100% of Proof of Claim Number 49737 relating to ISIN XS0272317131 = USD 7,095,529.00 (in allowed amount);
18. 100% of Proof of Claim Number 55829 relating to ISIN XS0334382065 = USD 5,179,736.07 (in allowed amount).


Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount	Third Distribution Amount
1.	58894	XS0266833515	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 10,000,000.00	USD 14,194,490.63	\$436,667.23
2.	63602	XS0232364868	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 8,000,000.00	USD 11,933,477.47	\$367,111.35
3.	62743	XS0297183187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 4,000,000.00	USD 6,321,349.89	\$194,464.62
4.	62744	XS0297183187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 6,000,000.00	USD 9,482,024.83	\$291,696.95
5.	46900	XS0276438255	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 10,000,000.00	USD 14,191,057.71	\$436,561.63
6.	62743	XS0326264917	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 4,000,000.00	USD 5,676,423.09	\$174,624.65
7.	62744	XS0326264917	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 6,000,000.00	USD 8,514,634.63	\$261,936.98
8.	58980	XS0342777371	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,807,000.14	USD 4,074,095.71	\$125,332.00
9.	58982	XS0342777371	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 4,142,999.86	USD 6,013,173.69	\$184,984.15
10.	58221	XS0352310485	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,095,528.86	\$218,280.81
11.	63660	XS0216921741	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,236,850.46	\$222,628.30
12.	62743	XS0257988484	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,800,000.00	USD 2,554,390.39	\$78,581.08

13.	62744	XS0257988484	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,700,000.00	USD 3,831,585.58	\$117,871.64
14.	46900	XS0273044940	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,095,528.85	\$218,280.80
15.	50355	XS0301316906	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,000,000.00	USD 2,900,156.55	\$89,217.94
16.	50351	XS0301316906	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 3,000,000.00	USD 4,350,234.83	\$133,826.92
17.	49737	XS0272317131	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,095,529.00	\$218,280.80
18.	55829	XS0334382065	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 3,650,000.00	USD 5,179,736.07	\$159,344.98

Exhibit B

Proofs of Claim

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000058980 	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Centerbridge Credit Partners, L.P. 375 Park Avenue 12th Floor New York, NY 10152 Telephone number: 212-672-5000 Email Address: ops@centerbridge.com		Please send notices to: Lovells LLP Attn: Matthew P. Morris, Esq. 590 Madison Ave. New York, NY 10022 Telephone number: 212-909-0600 Email Address: matthew.morris@lovells.com	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ 52,684,712 (see attached Schedule) _____ (Required), plus all contractual interest and any fees, costs, expenses or the like that arise under the agreements governing the applicable securities or applicable law and which may be, or become, due, by virtue of the solvency of the Debtor or otherwise, as more fully set forth on RIDER A. <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): see attached Schedule _____ (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your account holder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: see attached Schedule _____ (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository			

- 2 -

participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: see attached Schedule (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

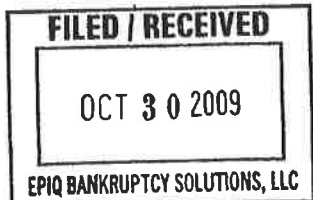
Date

10/29/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Vivek Melwani Managing Director

FOR COURT USE ONLY



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

RIDER TO PROOF OF CLAIM

This rider to the attached Proof of Claim is incorporated into the Proof of Claim in its entirety as if fully set forth therein. This Proof of Claim shall serve as a claim for all accrued and unpaid interest, fees, costs, expenses or the like that arise under the agreements governing the applicable securities or applicable law which may be or become due thereunder and/or by virtue of the solvency of Lehman Brothers Holdings Inc. ("LBHI") or otherwise. The claimant hereby reserves all rights to adjust, amend, supplement, increase, decrease, or withdraw this Proof of Claim (including, without limitation, as a result of future events) to reflect, including, without limitation, the calculation of any such amounts, the discovery and analysis of additional information, the correction of any errors, the resolution of disputes, the calculation of additional costs incurred by the claimant in connection with the enforcement or protection of its legal rights and/or the assertion of any rights of setoff or recoupment.

The claimant expressly reserves any and all defenses, counterclaims or objections, including without limitation, the right of setoff, recoupment or similar right, remedy or defense against any claims or counterclaims asserted by LBHI in relation to this Proof of Claim. The filing of this Proof of Claim is not an election of remedies and is without prejudice to the claimant's rights to assert claims against LBHI or any other third-parties, whether arising out of or relating to the facts and circumstances underlying this claim, or otherwise. The claimant hereby expressly preserves any and all rights, claims, causes of action, defenses, counterclaims or objections, or any similar rights, remedies or defenses against all persons or entities, whether in this court or elsewhere, whether currently existing or arising in the future, against whom it determines it may have claims.

- 3 -

SCHEDULE

Centerbridge Credit Partners, L.P.
375 Park Avenue
12th Floor
New York, NY 10152

ISIN:	USD Claim	Blocking Number	Euroclear Account Number
XS0213899510	109,054	6038296	90014
XS0326006540	941,509	6038297	90014
XS0288579260	2,650,983	6038298	90014
XS0193035358	2,563,195	6038299	90014
XS0368926506	674,162	6038302	90014
XS0342777371	3,998,291	6038308	90014
XS0300241923	361,996	6038309	90014
XS0258581403	10,402,046	6038310	90014
AU300LBTC011	5,668,128	6038311	90014
XS0383940292	2,671,394	6038312	90014
XS0213416141	671,865	6038313	90014
AU300LBTC029	14,178,318	6038314	90014
XS0177758801	4,084,954	6041017	90014
XS0352912611	3,100,000	6041018	90014
XS0183944643	8,817	6041019	90014
XS0364742469	600,000	6048188	97816
Total USD Claim:	52,684,712		


H
A
N
D

D
E
L
I
V
E
R
Y


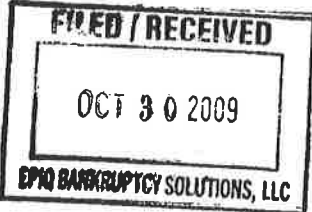
SH
RECEIVED BY:

10/30/09
DATE

2:11p
TIME

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000058982	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
		THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	
Centerbridge Credit Partners Master, L.P. 375 Park Avenue 12th Floor New York, NY 10152 Telephone number: 212-672-5000 Email Address: ops@centerbridge.com		Please send notices to: Lovells LLP Attn: Matthew P. Morris, Esq. 590 Madison Ave. New York, NY 10022 Telephone number: 212-909-0600 Email Address: matthew.morris@lovells.com	
Name and address where payment should be sent (if different from above)		Court Claim Number: _____ (If known) Filed on: _____	
Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>93,794,082.00 (see attached Schedule)</u> (Required), plus all contractual interest and any fees, costs, expenses or the like that arise under the agreements governing the applicable securities or applicable law and which may be, or become, due, by virtue of the solvency of the Debtor or otherwise, as more fully set forth on RIDER A.</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>see attached Schedule</u> (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>see attached Schedule</u> (Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository</p>			

- 2 -

participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.	
Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>see attached Schedule (Required)</u>	
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.	
Date 10/29/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Vivek Melwani, Managing Director
FOR COURT USE ONLY 	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571	

RIDER TO PROOF OF CLAIM

This rider to the attached Proof of Claim is incorporated into the Proof of Claim in its entirety as if fully set forth therein. This Proof of Claim shall serve as a claim for all accrued and unpaid interest, fees, costs, expenses or the like that arise under the agreements governing the applicable securities or applicable law which may be or become due thereunder and/or by virtue of the solvency of Lehman Brothers Holdings Inc. ("LBHI") or otherwise. The claimant hereby reserves all rights to adjust, amend, supplement, increase, decrease, or withdraw this Proof of Claim (including, without limitation, as a result of future events) to reflect, including, without limitation, the calculation of any such amounts, the discovery and analysis of additional information, the correction of any errors, the resolution of disputes, the calculation of additional costs incurred by the claimant in connection with the enforcement or protection of its legal rights and/or the assertion of any rights of setoff or recoupment.

The claimant expressly reserves any and all defenses, counterclaims or objections, including without limitation, the right of setoff, recoupment or similar right, remedy or defense against any claims or counterclaims asserted by LBHI in relation to this Proof of Claim. The filing of this Proof of Claim is not an election of remedies and is without prejudice to the claimant's rights to assert claims against LBHI or any other third-parties, whether arising out of or relating to the facts and circumstances underlying this claim, or otherwise. The claimant hereby expressly preserves any and all rights, claims, causes of action, defenses, counterclaims or objections, or any similar rights, remedies or defenses against all persons or entities, whether in this court or elsewhere, whether currently existing or arising in the future, against whom it determines it may have claims.

- 3 -

SCHEDULE

Centerbridge Credit Partners Master, L.P.
375 Park Avenue
12th Floor
New York, NY 10152

ISIN:	USD Claim	Blocking Number	Euroclear Account Number
XS0213899510	183,211	6038315	90014
XS0326006540	1,524,348	6038316	90014
XS0288579260	4,481,067	6038317	90014
XS0193035358	4,334,415	6038318	90014
XS0368926506	1,207,221	6038319	90014
XS0342777371	5,901,289	6038320	90014
XS0300241923	2,533,972	6038321	90014
XS0258581403	19,145,126	6038322	90014
AU300LBTC011	10,121,658	6038323	90014
XS0383940292	4,475,192	6038325	90014
XS0213416141	1,125,050	1068326	90014
AU300LBTC029	26,331,161	6038327	90014
XS0177758801	6,127,432	6041020	90014
XS0352912611	5,200,000	6041021	90014
XS0183944643	2,939	6041022	90014
XS0364742469	1,100,000	6048196	97816
Total USD Claim:	93,794,082		

H
A
N
D

D
E
L
I
V
E
R
Y

SH
RECEIVED BY:

10/30/09
DATE

2:11p
TIME